

TYLER CREEK CONDOMINIUMS

Property Manager: A2Z Realty | 130 South Estes Dr. | Chapel Hill, NC 27514 | 919-933-1422 | joel@a2zrealty.biz

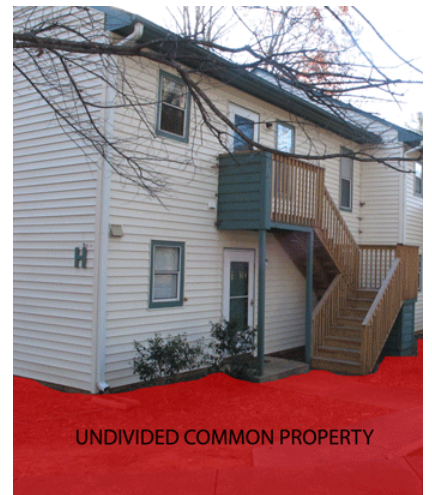
After careful consideration, the following has been passed by the Board of Directors to encourage respect and cooperation among residents, protect property values and increase the desirability of living in Tyler Creek Condominiums. These rules are based off of the founding Covenants of the association and will be upheld and enforced by the Board of Directors and executed by the property manager.

The covenants, and subsequently these rules, refer to different property types in the condominium complex. The photos attempt to illustrate the demarcation between Limited Common Property and Undivided Common Property in the complex. For the legal definition as defined by the covenants, read the formal Association documents at (<http://www.tylercreeknc.com>).

DEFINITION OF COMMON PROPERTY TYPES

Undivided Common Property (Common Area)

The Undivided Common Property is all portions of land owned by all members of the Association collectively. This is indicated in red in the photos to the right. Undivided Common Property is for the use and enjoyment of all residents consistent with the rules and regulations of the Association. Because the Common Areas are not owned by any individual, no individual may use these areas in ways not approved by the Association. The idea, of course, is that common areas are there for all owners' use and enjoyment as a whole. Visitors may use Undivided Common Property only when accompanied by a unit owner or adult resident. We will be referring to it as common area.



Limited Common Areas

Limited Common Areas are for the exclusive use of the individual. Limited common areas are patios, balconies, stoops, and stairs.

RULES & REGULATIONS

Unit owners are responsible for the compliance of their tenants and tenants' guests with these rules, including fines levied due to violations of these rules. The use of fines and/or sanctions may be used to enforce these rules as provided in the Tyler Creek Homeowners Declaration and By-Laws. To report a rule violation, please complete the complaint form and return it to the Property Manager at joel@a2zrealty.biz.



Outdoor Furniture and Toys

These items are not permitted to be stored outdoors on the undivided common property (common area).

These items may only be on the undivided common area while being used.

Restrictions on Porches/Patios

Only items intended for outdoor use can be stored on porches/patios. Patios/porches must have a clear path for egress in case of emergency.

Nuisance and Behavior

1. Residents, including guests and visitors, are not to play stereos, TVs, radios, instruments, etc., in a manner to disturb other residents.
2. No consumption of alcoholic beverages is permitted in the undivided common property at Tyler Creek.
3. Residents, including guests and visitors, are not to conduct parties or any activity in a manner that disturbs other residents. The gathering of four or more adults in common areas requires prior written permission. See the website for forms.
4. Children age twelve and under must be supervised.

Grills and Outdoor Cookers

Grills are an exception to the storage restriction on the undivided common area. Gas and charcoal grills must be operated at least **10 feet** from any portion of buildings, including overhangs. Grills and cookers are not permitted to be stored indoors. Charcoal must be removed from grills before storing the grill.

Incendiaries

Kerosene, gasoline, wood, or other similar fuels or fueled devices (including kerosene heaters) are not permitted to be stored within units or storage rooms or outside on porches and decks.

Pets

1. All animals must be housed inside. No pet houses are permitted outside.
2. At no time should pets be leashed, tied or tethered to trees, post, doorknobs or any object outside of the unit.
3. All pets must be kept on a leash, and in the immediate control of the owner when on the common area.
4. No more than two pets are allowed per unit.
5. Owners of animals must promptly clean up any solid waste left by their pet on sidewalks and/or all undivided common area.
6. Any pet creating a nuisance, unreasonable disturbance, noise, or allowed to roam free will be reported to the city animal control office and the pet owner may be subject to a fine imposed by the town and/or Tyler Creek Board of Directors.
7. Any damage to the common elements caused by a pet will be the responsibility of the unit owner and damage expense will be billed to the unit owner.
8. Dangerous, loud (i.e. can be heard from the adjacent units or from the common areas), or offensive (due to odor or unsanitary concerns) animals must be removed.

Tenant Registration

All occupants over the age of 18 must be registered with the Property Manager. Occupancy of Tyler Creek units is limited to single families or not more than four adults.

Parking, Vehicles, and Vehicle Registration

1. The continuous use of more than two parking spaces by a unit is a violation.
2. Vehicles must be registered with the Property Manager. Non-registered vehicles are subject to towing at owners expense.
3. Vehicles are to be parked within the white-lined parking spaces in the lot. Parking elsewhere is prohibited unless approved in writing by the Property Manager.
4. Boats, trailers, large vans, trucks, etc. are not permitted.
5. Washing, maintenance and repair of vehicles is not permitted on the premises.
6. At no time will junk, or obviously non-drivable vehicles will be allowed to remain on the street or parking areas. All motor vehicles must bear a valid current license plate for that vehicle. Vehicles in violation of this rule will be towed from the property. If the Property Manager is notified that a motor vehicle is temporarily disabled, he will establish a deadline for it to become road worthy or subject to towing. Towing and storage fees will be the responsibility of the car owner.

Operating a Business

Units are zoned residential. Individual units may not be used primarily for commercial endeavors, nor may they be used as either the sole or primary location of a commercial activity. Some limited home business activity can take place within the unit as defined by zoning law.

Trash and Littering

1. Trash cannot be stored outside individual units loose, in bags or in cans. Trash is to be taken directly to dumpsters. Loose trash is a safety hazard for residents, especially children, and a pest attractant. Residents shall dispose of trash properly in receptacles provided.
2. Pickup and disposal of bulky items and appliances (mattresses, sofas, chairs, TVs, etc) is provided by the Town of Chapel Hill for a fee. Pickup of these items must be coordinated with the Property Manager (919-933-1422), prior to placing them outside for collection. These items must be placed between the cardboard and traditional dumpsters at the end of the road in the cul-de-sac.

Recycling

1. Solid waste regulations prohibit placing aluminum beverage cans or corrugated cardboard, other than pizza boxes, in dumpsters. Place cans, bottles, newspapers, and other recyclables in the recycling containers in the cul-de-sac. No trash should be placed in recycling bins.
2. Cardboard must be disposed of in the cardboard dumpster at the end of the street! Special fines have been approved for this infraction: \$25 for the first offense, \$50 for the second and \$100 for subsequent offences.

Fencing

Individuals may not install fencing of any kind. This limits common access to undivided common area, which is expressly prohibited by the covenants.

Landscaping

The professionally-designed landscaping is maintained by the association. Planters are allowed on porches, patios, decks and stairs. Homeowners are not allowed to plant in or have planters on common ground unless approved in writing by the HOA Board of Directors.

Christmas Lights

Lights are only allowed from Thanksgiving until January 10th. Lights may be placed on doorways, shrubs, balconies and stairs. Lights may not be physically attached to the roof, siding, stairs or balconies. They can be wrapped, but cannot be attached via staples or any other method that may harm the exterior. Any damage to the exterior siding or wood caused by the decorations will be repaired at the unit owner's expense.

Seasonal Decorations

Seasonal and holiday decorations are allowed for 15 days prior to and 4 days following a major holiday. However, these decorations cannot limit public access to common ground. Decorations cannot be attached to the roof, siding or wooden exterior of the buildings. Any damage to the common elements caused by the decorations will be repaired at the unit owner's expense.

Screen doors, front exterior doors, rear storage closet doors

The repair and replacement of these doors is up to the individual homeowners. The association is responsible for painting front doors and storage closet doors the compliant color. Any painting maintenance for screen doors is the responsibility of the individual homeowner. Screen doors must be white.

Communications Hardware (i.e. antennas/satellite dishes)

Small antennas and satellite dishes must not be visible from the front of the building. Individual homeowners are responsible for any damage caused by installation, existence or removal of an antenna or satellite dish, and the maintenance of the device.

Installations

Nothing is to be physically attached to the exterior, including but limited to siding, decks, stairs, and roof at any time. Any damage to any part of the exterior is the responsibility of individual homeowners. Owners or residents shall not make improvements or alterations to the exterior of the condominium or common areas without prior written approval from the Board of Directors or Property Manager.

Flags and Windsocks

Windsocks and decorative flags are not allowed. Flag holders cannot be attached to the exterior of the building.

Signs, Stickers and Decals

1. No signs or other advertising devices, including "for rent", "for sale" signs, etc, are to be displayed which are visible from the exterior of any unit, or erected or posted on any part of a building or the common areas with the following exception: For Rent and For Sale signs may be placed at MLK, Jr Blvd with details posted on the bulletin board provided at the entrance, 8 ½ X 11 postings maximum.
2. Only stickers and decals necessary to protect the resident's or pet's health are acceptable.

Laundry

No rugs, mops or laundry items shall be hung from or on any of the windows, doors, decks, porches or patios or exposed to any part of the common elements.

Water Use: Pools, Slip and Slides, Washing Cars

The use of pools, slip and slides and other water accessories is prohibited. Car washing is also prohibited. They are a safety hazard, a resource drain on common water paid for by the association, and a breeding ground for mosquitos and pests.

Be a Good Neighbor

- Treat your neighbor as you would like to be treated
- Be conscientious about noises that might disturb your neighbors, such as music and barking dogs.
- Follow Association Rules listed above.
- Maintain your limited common property according to Covenants so that it's neat and attractive.
- Use undivided common area in accordance with Covenants so that your use doesn't imping on the use of the property by others.
- Respect your neighbor's privacy.

Learn how to avoid fines and save money!

If you are in need of clarification on Ashley Forest (a.k.a. Tyler Creek) Covenants, By-Laws and/or Standards, please contact Joel Duvall. Email: joel@a2zrealty.biz. Your questions will be forwarded to the appropriate person for feedback and response.

**This in no way substitutes for the full Ashley Forest Covenants and By-Laws which are binding on each Ashley Forest (a.k.a. Tyler Creek) property owner. This is not a complete list of restrictions. In all cases the complete Ashley Forest Covenants and By-Laws (<http://www.tylercreekncc.com>) should be referenced.*

VIOLATION LETTER AND COMPLIANCE PROCESS

If a fine is not paid, it will become part of the owner's assessments and will be deemed in arrears and handled as such. Any unpaid balance will be subject to administrative and delinquent fees/interest based on the Covenants for the Ashley Forest Homeowner's Association. To report a rule violation, please complete the complaint form and return it to the Property Manager at joel@a2zrealty.biz.

TWO LEVELS OF INFRACTIONS

Level One: Violation is associated with safety, sanitation or property damage.

Level Two: There is an ongoing issue of nuisance, but no safety or property damage implications are evident.

LEVEL ONE VIOLATIONS

How a Violation Originates: These complaints can be originated via police report, concerned resident phone call or direct experience of a board member or the property manager.

Notice: By definition, these violations are issues of safety and sanitation. The unit owner or property manager will be contacted by phone. A written notice will follow.

Taking Action: Due to the nature of these complaints, a shortened timeline is developed for the dealing with these issues on a case-by-case basis in cooperation with the unit owner or property manager. If not handled in a swift manner, an emergency meeting of the HOA will be called to determine what action is required. The HOA may directly handle the situation. In these situation the unit owner will be billed for any expense related to the HOA's action.

LEVEL TWO VIOLATIONS

How a Violation Originates: After a written complaint is received, the property manager will make a site visit to confirm the infraction and obtain photographic evidence if photos or other substantiating evidence was not provided by complainant. (E-mail is regarded as a written complaint.)

Notice of First Violation: The property manager will notify the owner of the infraction. If the owner or their property manager has provided his or her e-mail address, e-mail can also be a means of written notification of the situation. Electronic communication allows for the swift handling of issues so as to avoid fines. It also allows for the sharing of photos.

Ten Days to Take Action: A courtesy letter will be sent to the owner allowing ten (10) days to correct the noted violation without assessment of a fine. Owners also have the right to ask for a re-inspection by the property manager during this period, at the property manager's convenience, to ensure association regulations have been satisfied.

Initial Fine: If the original violation is not corrected within 10 days, the owner will be sent a letter that will include a \$25 fine and a notice of one week (7 days) to reach compliance.

Every Seven Days: After the original \$25 fine, each week thereafter the fine will increase by \$25.

Fifth Violation\Week: On the fifth week/infraction, if the violation still exists, the fine will go to \$10 per day until the unit is brought into compliance.

Falls Back Out of Compliance: If a unit falls out of compliance for the same violation within a six-month period after a period of compliance, the owner will be notified and given five business days to rectify the situation without the assessment of an additional fine. If at the end of that time the unit is still in violation, the fine will be assessed at a rate of \$10/day.